

REMARKS

In the application claims 11-20 remain pending. Claims 1-10 have been canceled without prejudice. Claims 11-20 have been amended to ensure proper antecedent bases. Support for the claim amendments may be found in the specification, figures and claims as originally filed. No new matter has been added.

The reconsideration of the rejection of the claims is respectfully requested.

In the Office Action of September 9, 2004 claims 1-10 were rejected under 35 U.S.C. § 101. In response to this rejection, claims 1-10 have been canceled. Believing that the cancellation of claims 1-10 renders the rejection under 35 U.S.C. § 101 moot, it respectfully requested that this rejection be withdrawn.

Pending claims 11-20 stand rejected under 35 U.S.C. § 102 as being anticipated by Shekhar (U.S. Published Application No. 2003/0033180). In rejecting the claims, the Office Action sets forth that Shekhar discloses receiving an order for an item (citing to Fig. 1 and element 110 noting that this “suggests receiving an order”), constructing a list of alternative fulfillment plans for moving the item within the supply chain (citing to paras. 0032-0034 noting that “plans produced by master planning module 102 read on the claimed limitation”), and evaluating the constructed alternative fulfillment plans against a predetermined criteria to select a fulfillment plan (citing to paras. 0057-0061 noting that “the master planning tool kit can generate alternative fulfillment plans”).

In response to this rejection, it is respectfully submitted that a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.

Considering now Shekhar, Shekhar discloses a system and method for setting strategies for make-to-stock, make-to-order, and/or assemble-to-order enterprises. (Para. 0036). More

particularly, the system and method is used to create an enterprise which includes a sales plan, a master plan, and a supplier plan. The sales plan is used to produce a forecast by product, channel, or region. The master plan uses the information from the sales plan to generate a plan to meet forecasted demands and to provide supplier requirements which are used by the supplier plan. (Para. 0032). To ensure the delivery of raw materials needed to create finished products, order commitments are communicated to a master planning module (102) which uses the master plan provided by the master planning module to ensure accurate commitment responses. (Para. 0033). An order fulfillment module (102) also exchanges order information with the master planning module (102) which takes actions such as buy, make, and move, corresponding to purchasing, production, and transportation, respectively, to ensure that orders for finished products are fulfilled. (Para. 0034).

After a master plan is created, a user may want to evaluate the master plan for its “goodness.” As described in Shekhar, “goodness” is based on measurements like delivery performance, resource performance, or inventory performance. Tools are provided to assist a user in evaluating these measurements of master plan performance such that a user may determine why certain orders are late, partial or unmet, and/or how to get these orders met on time. (Paras. 0057-0058). Using the tools, a user may determine causes for problems in the performance of the master plan and users may then manually repair and revise the master plan. (Para. 0059). After the master plan is repaired and revised, a user may publish the new master plan to a relational database. (Para. 0061).

From the foregoing, it is respectfully submitted that Shekhar fails to disclose, teach, or suggest the claimed computer readable media having instructions for selecting one of a plurality of alternative fulfillment plans for moving an item from a sourcing point to one or more geographic locations within the supply chain which plurality of alternative fulfillment plans are

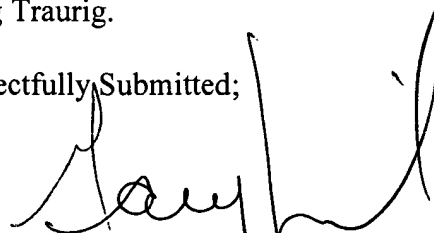
constructed in response to receipt of an order for the item. Rather, in Shakhar, when an order is received, an order commitment module (110) communicates with the master planning module (102) to use *the already existing master plan* provided by the master planning module (102) to ensure accurate commitment response from raw material providers. (Para. 0033). Furthermore, since the system of Shakhar only provides a single master plan usable at any one point in time, the system of Shakhar cannot be said to include a computer readable media having instructions for evaluating each of a plurality of alternative fulfillment plans constructed in response to a receipt of an order for an item against a predetermined criteria to thereby select for implementation the one of the constructed plurality of alternative fulfillment plans that most closely meets the predetermined criteria. While the Office Action has cited to paras. 0057-0061 in asserting that this latter claim element is disclosed by Shakhar, it is submitted that the cited paras. only disclose that a user may manually repair and revise the already existing master plan by using a master planning tool kit which provides a means for the user to evaluate the “goodness” of the already existing master plan *after it has been performed*. Thus, based upon a careful review of Shakhar, it is submitted that Shakhar cannot be said to disclose, teach, or suggest, either expressly or inherently, each and every element set forth in the claims and, for this reason, it is respectfully submitted that the rejection under 35 U.S.C. § 102 must be withdrawn.

CONCLUSION

It is respectfully submitted that the application is in good and proper form for allowance. Such action of the part of the Examiner is respectfully requested. Should it be determined, however, that a telephone conference would expedite the prosecution of the subject application, the Examiner is respectfully requested to contact the attorney undersigned.

The Commissioner is authorized to charge any fee deficiency or credit overpayment to deposit account 50-2428 in the name of Greenberg Traurig.

Respectfully Submitted;

A handwritten signature in black ink, appearing to read 'Gary R. Jarosik', written over the 'Respectfully Submitted;' text.

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